

ESTTA Tracking number: **ESTTA322168**

Filing date: **12/15/2009**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91184529
Party	Plaintiff Georgia-Pacific Consumer Products LP
Correspondence Address	Charlene R. Marino Kilpatrick Stockton, LLP 1100 Peachtree Street, Suite 2800 Atlanta, GA 30309 UNITED STATES cmarino@kilpatrickstockton.com
Submission	Opposition/Response to Motion
Filer's Name	Charlene R. Marino
Filer's e-mail	cmarino@kilstock.com, chenn@kilstock.com, kteilhaber@kilstock.com, tmadmin@kilstock.com
Signature	/Charlene R. Marino/
Date	12/15/2009
Attachments	2009.12.15 GP's Opposition to Motion for Leave to Amend Answer.pdf (15 pages)(44110 bytes) 2009.12.15 Exhibit A Declaration of C. Marino with Exh. A - C.pdf (35 pages)(1534659 bytes) 2009.12.15 Exhibit B Towle Declaration.pdf (8 pages)(380100 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

GEORGIA-PACIFIC CONSUMER
PRODUCTS LP,

Opposer,

v.

GLOBAL TISSUE GROUP, INC.

Applicant.

Opposition No.: 91184529

Serial No.: 77/364,616

GEORGIA-PACIFIC'S OPPOSITION TO
APPLICANT GLOBAL TISSUE GROUP'S MOTION FOR LEAVE TO
AMEND ANSWER

Applicant Global Tissue Group's ("Global Tissue") request to add sixteen new counterclaims is seventeen (17) months late, and the counterclaims long ago were waived. Global Tissue knew of the alleged grounds for these counterclaims (that the term "QUILTED" purportedly is descriptive), yet failed to plead any counterclaims as part of its Answer in July 2008.¹ Since that time, Global Tissue sat on its hands and failed to conduct any discovery; instead engaging in a pattern of obstructionist delay tactics designed to subvert this proceeding. Now, exactly *one week* before the (twice-extended) close of discovery, Global Tissue asks the Board to grant it leave to file *sixteen* new counterclaims to cancel registrations for Georgia-Pacific's QUILTED marks—half of which *are not even asserted by Georgia-Pacific* in this proceeding—as a means of further delay.

The Board's rules require that counterclaims to cancel an opposer's registrations **"shall be pleaded with or as part of the answer."** 37 C.F.R. § 2.106(b)(2)(i) (emphasis

¹ Global Tissue also failed to assert any counterclaims when it filed its Answer to the Amended Notice of Opposition in mid-2009.

added). The only exception to this rule is where the grounds for the counterclaims were not known to the applicant at the time the Answer is filed. But, Global Tissue *did* know of the basis for its counterclaims at the time it filed its Answer in 2008 and again when it filed its Answer to the Amended Notice of Opposition in 2009. Indeed, Global Tissue asserted descriptiveness as an affirmative defense in both of these pleadings -- but not as a counterclaim. Thus, the counterclaims are not based on any “newly discovered” information.

It would be highly prejudicial to require Georgia-Pacific, which already has completed discovery in a timely manner, to incur the significant additional expense in conducting discovery and defending against *sixteen* new claims *after* the close of discovery. The counterclaims would also be a waste of judicial resources because they are legally insufficient and thus futile. The Board should deny Global Tissue’s motion to amend.

STATEMENT OF RELEVANT FACTS

A. Procedural History

On June 11, 2008, Georgia-Pacific filed its Notice of Opposition. (Dkt. 1.) Global Tissue filed its Answer on July 16, 2008, and asserted no counterclaims. (Dkt. 4.) Its Answer asserted the following affirmative defense: “The terms ‘QUILT’ and ‘QUILTED’ for the relevant goods are generic or highly descriptive and to which no party may claim exclusive rights.” (Dkt. 4.) Although the original close of discovery was scheduled by the Board for February 16, 2009, since that time it has been reset twice, on May 4 and September 9. (*See* Dkt. 13 and 22.) Both of these extensions of the discovery period were necessitated by obstructionist and delay tactics on the part of Global Tissue.

While Georgia-Pacific substituted counsel early in this proceeding on December 12, 2008, it worked diligently to complete discovery within the originally set discovery period

and served timely notices for the depositions of Global Tissues witnesses. But, it became necessary for Georgia-Pacific to file a motion for an extension of discovery on January 21, because Global Tissue (1) would not make its witnesses available for noticed depositions before the close of discovery; (2) refused to consent to Georgia-Pacific's proposed Protective Order eventually approved by the Board; and (3) refused to produce documents prior to the Board's resolution of Georgia-Pacific's Motion for Protective Order. (*See* Dkt. 8.) Global Tissue opposed the motion. (*See id.*) On May 4, 2009, the Board granted the motion and extended discovery to July 10. (*See* Dkt. 13.)

On June 4, 2009, the parties completed the exchange of documents, and Georgia-Pacific took depositions of Global Tissue's witnesses a few weeks later, on June 24. (Declaration of Charlene Marino (attached as Exhibit A) ¶ 3.) In these depositions, Global Tissue once again engaged in obstructionist tactics when its witnesses refused to answer relevant questions, requiring Georgia-Pacific to move to compel responses with the Board on July 1. (*See* Dkt. 16.) After oral argument with the interlocutory attorney, the Board granted Georgia-Pacific's Motion to Compel and reset the close of discovery to December 2, 2009. Georgia-Pacific then conducted the Board-ordered follow-up deposition of Global Tissue's 30(b)(6) representative on October 23. (Marino Dec. ¶ 9.)

On June 30, Georgia-Pacific also filed a Motion to Amend the Notice of Opposition to assert the additional claim that Global Tissue lacked a bona fide intent to use the QUILTY mark. (Dkt. 14.) The basis for this motion was the newly acquired information Georgia-Pacific had obtained in discovery (namely in the deposition of Global Tissue's 30(b)(6) representative) that Global Tissue did not have any documents or other evidence showing

that it had taken any steps to use the mark in commerce. (*See id.*) The Board granted the motion to amend on September 9, 2009. (Dkt. 22.)

Global Tissue filed an Answer to the Amended Notice of Opposition on October 7, and again **did not assert any counterclaims**. (Dkt. 24.)

More than a year ago, in November 2008, Georgia-Pacific responded to the only discovery Global Tissue ever sought to take -- written interrogatories and Requests for Production of Documents. (Marino Dec. ¶ 2.) At that time, Georgia-Pacific disclosed the witnesses who may have knowledge relevant to the case. (Marino Dec. ¶ 3.) Georgia-Pacific produced responsive documents in January and June 2009. (Marino Dec. ¶¶ 4, 7.) Between November 2008 and November 2009 (when Global Tissue filed its series of motions), Global Tissue took no depositions, served no additional interrogatories, requested no additional documents, and therefore obtained no “new” information that might give rise to new counterclaims. (*Id.* ¶ 11.)

B. Global Tissue’s Last-Minute Request to Amend its Answer

On November 17, 2009, a *year* after obtaining Georgia-Pacific’s written discovery responses and only *two weeks* before the close of discovery, counsel for Global Tissue contacted counsel for Georgia-Pacific and asked if Georgia-Pacific would consent to a motion to amend the Answer to assert counterclaims. (*See id.* ¶ 18 & Ex. A.) Georgia-Pacific asked Global Tissue to identify the nature of the counterclaims so it could determine whether they were based upon any newly-acquired information. (*Id.* ¶ 19 & Ex. B.) Global Tissue’s counsel responded in a telephone conversation that it intended to move to add counterclaims to cancel a number of Georgia-Pacific registrations, similar to the Cancellation proceeding filed against Georgia-Pacific by Kimberly-Clark in September, 2009, but did not

identify any newly-acquired facts or evidence giving rise to these new counterclaims. (*Id.* ¶ 20)

On November 25, 2009 (the day before Thanksgiving), only one week before the close of discovery, Global Tissue filed its Motion to Amend, asking the Board for permission to file an Amended Answer asserting *sixteen* new counterclaims, all of which seek cancellation of certain of Georgia-Pacific's QUILTED registrations on the basis of descriptiveness, and alleging that five registrations have also been abandoned . (Dkt. 27.) Only half of these counterclaims seek to cancel QUILTED registrations cited by Georgia-Pacific in its Notice of Opposition:

- (1) Reg. No. 2,872,813 for QUILTING (Count 1);
- (2) Reg. No. 2,957,128 for QUILTED (Count 2);
- (3) Reg. No. 3,170,713 for ACOLCHINADO (Count 3);
- (4) Reg. No. 2,933,048 for QUILTED & Design (Count 4);
- (5) Reg. No. 3,069,376 for PLUSH-QUILTS (Count 5);
- (6) Reg. No. 2,968,615 for QUILTED NORTHERN (Count 6);
- (7) Reg. No. 3,018,501 for QUILTED NORTHERN PS (Count 9); and
- (8) Reg. No. 3,293,547 for QUILTED NORTHERN PS (Count 10).

(Dkt. 27) (the "Cited Registrations"). The proposed counterclaims allege that the Cited Registrations should be cancelled because the term "Quilted" is descriptive, and also allege that five of them (Reg. Nos. 2,872,813, 2,957,128, 3,170,713, 2,933,048, and 3,069,376) have been abandoned by Georgia-Pacific due to non-use under Section 14(3) of the Lanham Act. (*Id.*)

The remaining proposed counterclaims seek to cancel QUILTED registrations owned by Georgia-Pacific that were not relied upon in the Notice of Opposition:

- (1) Reg. No. 3,463,900 for Q ULTRA QUILTED NORTHERN & Design (Count 7);
- (2) Reg. No. 3,463,899 for Q QUILTED NORTHERN & Design (Count 8);
- (3) Reg. No. 3,463,460 for Q QUILTED NORTHERN & Design (Count 11);
- (4) Reg. No. 2,980,757 for THE ULTIMATE QUILTED CLEAN (Count 12);

- (5) Reg. No. 3,642,378 for QUILTED NORTHERN SOFT & STRONG (Count 13);
- (6) Reg. No. 3,517,622 for QUILTED NORTHERN ULTRA PLUSH (Count 14);
- (7) Reg. No. 3,642,213 for Q QUILTED NORTHERN SOFT & STRONG & Design (Count 15); and
- (8) Reg. No. 3,532,136 for the mark Q ULTRA QUILTED NORTHERN OUR SOFTEST EVER & Design (Count 16).

(Dkt. 27) (the “Non-Cited Registrations”). The alleged grounds for these counterclaims is that the term “QUILTED” in the marks is descriptive. (*Id.*)

ARGUMENT AND CITATION OF AUTHORITY

The amendment of pleadings is governed by Rule 15(a) of the Federal Rules of Civil Procedure, which states that leave shall be freely granted “when justice so requires, unless entry of the proposed amendment would be prejudicial to the rights of the adverse party or would violate settled law.” *Trek Bicycle Corp. v. StyleTrek Ltd.*, 64 U.S.P.Q.2d 1540, 1541 (T.T.A.B. 2002) (denying motion to amend). A motion for leave to amend “should be filed as soon as any ground for such amendment becomes apparent.” *Id.* A motion to amend may be denied for “undue delay, bad faith or dilatory motive” on the part of the movant, but the Board has made clear that “[a]ny party who delays filing a motion for leave to amend its pleading and, in so delaying, causes prejudice to its adversary, is action contrary to the spirit of Rule 15(a) and risks denial of that motion.” *Id.*

Global Tissue’s motion to amend should be denied because: (1) it knew about the alleged grounds for the counterclaim at the time it filed its Answer; (2) requiring Georgia-Pacific to conduct new discovery and defend against at the late hour in this proceeding would be prejudicial; and (3) the proposed counterclaims are futile.

A. Global Tissue was Aware of the Grounds for the Proposed Counterclaims at the Time it Filed its Answer.

The proposed counterclaims to cancel the Cited Registrations are governed by Trademark Rule 2.106 (*see* TMBP 507.02(b)), which states:

A defense attacking the validity of any one or more of the registrations pleaded in the opposition shall be a **compulsory counterclaim** if grounds for such counterclaim exist at the time when the answer is filed. **If grounds for a counterclaim are known to the applicant when the answer to the opposition is filed, the counterclaim shall be pleaded with or as part of the answer.** If grounds for a counterclaim are learned during the course of the opposition proceeding, the counterclaim shall be pleaded promptly after the grounds therefore are learned.

37 C.F.R. § 2.106(b)(2)(i) (emphasis added).

Because they are compulsory counterclaims, Global Tissue must have filed its counterclaims for the cancellation of the Cited Registrations with its original Answer (or at the very least in its Answer to the Amended Notice) if it wanted to challenge the validity of those registrations. Because these counterclaims were not filed with the Answer, Global Tissue is now “barred from seeking to cancel the pleaded registrations on any ground that existed at the time the answer...was filed.” B. Chapman, *Tips from the TTAB: Amending Pleadings: The Right Stuff*, 81 T.M.R. 302, 207 (1991).

The only basis upon which the Board can permit the proposed amendment to add counterclaims concerning the Cited Registrations is if Global Tissue can show that the grounds for the counterclaim were *not known* at the time the answer was originally filed. *Id.* *See also TBC Corp. v. Grand Prix Ltd.*, 12 USPQ2d 1311, 1313 (TTAB 1989) (denying motion to amend unless applicant could show whether the grounds for the proposed counterclaim were known by the applicant at the time it filed its original answer). Global Tissue has not, and cannot, make this showing.

All eight proposed counterclaims allege that the marks are descriptive due to their use of the term “QUILTED.” Though without merit, this ground is clearly one that Global Tissue knew about at the time it filed its Answer. Affirmative Defense No. 29 in the original Answer states: “The terms ‘QUILT’ and ‘QUILTED’ for the relevant goods are generic or highly descriptive and to which no party may claim exclusive rights.” (Dkt. 4.) Thus, any counterclaims for cancellation based on descriptiveness were required to be filed in the Answer more than a year ago.

Similarly, Global Tissue has failed to point to *any* facts it has learned over the course of this proceeding to support its specious allegations that the QUILTED marks in Reg. Nos. 2,957,128, 3,170,713, 2,933,048, and 3,069,376 have been abandoned by Georgia-Pacific due to non-use. Indeed, its motion is completely silent on this issue, and thus Global Tissue has not met its burden to show that it did not know about the grounds for this claim at the time it filed its Answer.² *See Trek Bicycle*, 64 U.S.P.Q.2d at 1541 (denying motion to amend to add dilution claim when the claim had been available during the course of the proceeding and the motion was “wholly silent as to why the dilution claim was not raised earlier”).

The remaining proposed counterclaims regarding the Non-Cited Registrations similarly are time-barred. These proposed counterclaims all rest on the allegation that the use of “Quilted” in the marks is descriptive and thus should have been disclaimed. As shown above, Global Tissue alleged from the outset that the terms “quilt” and “quilted” are descriptive, and therefore it clearly knew of the grounds for these counterclaims and should have pleaded them in the Answer. *See Long John Silver’s, Inc. v. Lou Scharf Inc.*, 213

² It would be too late for Global Tissue to raise this issue in its Reply brief. *See No Fear, Inc. v. Rule*, 54 U.S.P.Q.2d 1551, 1553 (T.T.A.B. 2000) (new arguments raised for first time in reply briefs are ignored).

U.S.P.Q. 263, 265 (T.T.A.B. 1982) (denying motion to amend where grounds for amendment were known to the party at the time the original pleading was filed).

In its motion, Global Tissue makes the claim that “[before] being able to plead these counterclaims, it was necessary for Global Tissue to investigate the facts underlying such counts” and “seek discovery from Opposer.” (Motion to Amend, at 6.) These vague assertions fail to point to any fact or other new evidence it uncovered during this so-called “investigation.” Global Tissue further claims that it “only recently learned of additional documents/evidence contained in Georgia-Pacific’s ongoing dispute with Kimberly-Clark.” (*Id.* at 7.) Again, Global Tissue fails to point to a single new “document” or other “evidence” it has acquired to support these newly-asserted counterclaims.³ All of Georgia-Pacific’s responsive documents were produced to Global Tissue back in June -- *months* before Global Tissue filed its Answer to the Amended Notice of Opposition. (Marino Dec. ¶¶ 4, 7.)

In reality, what Global Tissue has become aware of is *allegations* that Kimberly-Clark has made in a separate *inter partes* proceeding it filed in September against Georgia-Pacific. Global Tissue’s proposed counterclaims are nearly identical to the Petition for Cancellation filed by Kimberly Clark, and counsel for Global Tissue indicated that they intended to file similar claims as those made by Kimberly Clark. (*See id.* ¶ 19-20.) Just because Global Tissue only recently became aware of these *allegations* by Kimberly Clark, and now seeks to strategically copy them, does not excuse its failure to assert these

³ Indeed, in the Motion to Compel Global Tissue filed concurrently, it asserts that Georgia-Pacific has *not* produced documents from the Kimberly-Clark dispute. (*See* Dkt. 28 at 9-10.)

counterclaims in a timely fashion at the outset of this proceeding, since Global Tissue has learned no new *facts* or *evidence* supporting its counterclaims.

B. Adding Sixteen Late-Noticed Counterclaims would be Prejudicial to Georgia-Pacific.

The Board will also deny leave to amend “when entry of the proposed amendment would be prejudicial to the right of the adverse party.” *The Black & Decker Corp. v. Emerson Electric Co.*, 84 U.S.P.Q.2d 1482, 1484 (T.T.A.B. 2007). As set forth in T.B.M.P. § 507.02(a), the time of Global Tissue’s motion for leave to amend under Rule 15(a) plays a large role in the Board’s determination of whether Georgia-Pacific would be prejudiced by allowance of the proposed amendment. *Id.*

Here, not only did Global Tissue fail to assert its counterclaims for cancellation with its Answer, it waited until one week prior to the close of discovery (on the day before Thanksgiving) to move to amend. Georgia-Pacific long ago completed its discovery in this case, including having to travel to New York *twice* to depose Global Tissue’s witnesses due to their obstructive tactics during the first depositions. During all of discovery, including numerous extensions, Global Tissue sat on its hands, failed to conduct its own discovery, and waited until the eleventh hour to file a flurry of motions seeking to further delay and prolong this action. (Marino Dec. ¶ 11.)

If the Board permits Global Tissue to amend its Answer and to re-open discovery (which it seeks contemporaneously with this motion (*see* Dkt. 26)), Georgia-Pacific would incur substantial additional expense of going through the discovery period twice in order to defend against claims **that should have been made at the outset of this proceeding**. This would be highly prejudicial and burdensome to Georgia-Pacific, and thus Global Tissue’s

motion should be denied. *See International Finance Corporation v. Bravo Co.*, 64 USPQ2d 1597, 1604 (TTAB 2002) (motion denied where although discovery still open, movant provided no explanation for two-year delay in seeking to add new claim); *Black & Decker*, 84 U.S.P.Q.2d at 1484 (denying motion to amend where movant failed to file motion within the discovery period and thus would be prejudicial to the other party).

C. The Proposed Counterclaims Are Futile.

Leave to amend should be denied when the proposed counterclaims are legally insufficient, and thus cannot prevail. *Trek Bicycle*. 64 U.S.P.Q.2d at 1541 (“Where the moving party seeks to add a new claim or defense, and the proposed pleading thereof is legally insufficient, the Board normally will deny the motion for leave to amend.”) (citing *Octocom Systems, Inc. v. Houston Computer Services, Inc.*, 918 F.2d 937, 939 (Fed. Cir. 1990)).

Global Tissue’s allegation that Georgia-Pacific’s QUILTED marks are descriptive has no merit. For nearly all of the QUILTED registrations Global Tissue seeks to cancel, Georgia-Pacific claimed under Section 2(f) that its use of “Quilted” had become “distinctive of the [Georgia-Pacific’s] goods in commerce.” 15 U.S.C. § 1052(f).⁴ The Section 2(f) claims asserted by Georgia-Pacific thus already were reviewed and accepted by the PTO.⁵ (Marino Dec. ¶ 21 & Ex. C.)

⁴ Under Section 2(f), a mark that is otherwise barred from registration can still obtain registration if the applicant proves that the mark has become distinctive. *See Yamaha Int’l Corp. v. Hoshino Gakki Co., Ltd.*, 840 F.2d 1572, 1580 (Fed. Cir. 1988).

⁵ Reg. No. 2,872,813 for QUILTING does not contain a claim of distinctiveness under Section 2(f). However, Global Tissue does not contend that this mark is descriptive in its proposed counterclaim. (*See* Ex. A to Global Tissue’s Motion to Amend, at 7.) Reg. No. 3,069,376 for PLUSH-QUILTS also does not contain a claim of distinctiveness; however, the PTO in reviewing the application never found that the mark was descriptive. Moreover, as shown below, the use of “Quilt” or “Quilted” as used in connection with Georgia-Pacific’s goods has acquired secondary meaning due to length of use, extensive sales, and extensive advertising of the QUILTED marks.

A presumption of validity attaches to Georgia-Pacific's § 2(f) claim of distinctiveness as to "Quilted." *Cold War Museum, Inc. v. Cold War Air Museum, Inc.*, ___ F.3d ___, 2009 WL 3644936, *2 (Fed. Cir. 2009). The party seeking cancellation in a § 2(f) case bears the initial burden to "establish a prima facie case of no acquired distinctiveness." *Id.* at 4. To satisfy this burden and rebut the presumption of validity, Global Tissue must produce sufficient evidence for the Board to conclude, in view of the entire record in the cancellation proceeding, that it has rebutted the QUILTED marks' presumption of acquired distinctiveness by a preponderance of the evidence. *Id.* (reversing cancellation of mark where petitioner failed to meet its burden of overcoming presumption of acquired distinctiveness).

Global Tissue cannot satisfy its burden to overcome the presumption of acquired distinctiveness in Georgia-Pacific's use of "Quilted" in its QUILTED marks. Acquired distinctiveness (or secondary meaning) can be established through (1) exclusivity, manner, and length of use of a mark; (2) amount and manner of advertising; (3) amount of sales and number of customers; and (4) established place in the market. *Nautilus Group, Inc. v. Icon Health & Fitness, Inc.*, 372 F.3d 1330, 1340 n.7 (Fed. Cir. 2004).

Georgia-Pacific and its predecessor-in-interest have used the QUILTED marks continuously and extensively since 1993. (Declaration of Andrew Towle (attached as Ex. B) ¶ 5.) Georgia-Pacific has had extensive sales of bathroom tissue under the QUILTED marks, which have totaled approximately **\$7.7 billion** since 1997. (*Id.* ¶ 22.) Georgia-Pacific has also invested substantial resources in advertising and promoting the QUILTED marks and, since 1998, has invested well in excess of **\$200 million** in nationwide advertising, marketing, and promoting its Quilted Northern bathroom tissue and the QUILTED Marks. (*Id.* ¶ 10.)

The QUILTED Marks have also received significant recognition in the media and press, and articles mentioning the Quilted Northern brand have appeared in newspapers across the U.S., from the *Chicago Tribune* to the *LA Times*. (*Id.* ¶ 19.) The QUILTED marks also have been featured on websites such as Emily Post and Yahoo! News, and discussed on well-known and popular television programs ranging from NBC's *Today Show* to *The Tonight Show*. (*Id.*)

Global Tissue cannot dispute this evidence, and it has shown no grounds in its motion to amend that there is any evidentiary basis that the QUILTED marks are descriptive and have not acquired secondary meaning. Because Global Tissue cannot overcome the presumption of secondary meaning in the QUILTED marks, its proposed counterclaims for cancellation are legally insufficient and should not be permitted.

CONCLUSION

Global Tissue has clearly been aware of the grounds for its proposed counterclaims since the outset of this litigation, and therefore should have pled them in its Answer. It would be highly prejudicial to Georgia-Pacific, who did act diligently during discovery, to delay the resolution of this matter any further, and require it to incur the significant expense of having to defend itself against sixteen additional claims at the eleventh hour. Moreover, its claims are legally insufficient and thus futile, and it would be a waste of judicial resources for the Board to even entertain them. Therefore, Global Tissue's motion to amend should be denied in its entirety.

This 15th day of December, 2009.

/s/ Charlene R. Marino

R. Charles Henn Jr.

Charlene R. Marino

KILPATRICK STOCKTON LLP

1100 Peachtree Street, Suite 2800

Atlanta, Georgia 30309-4530

Telephone: (404) 815-6500

Facsimile: (404) 815-6555

Attorneys for Opposer Georgia-Pacific
Consumer Products LP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

GEORGIA-PACIFIC CONSUMER
PRODUCTS LP,

Opposer,

v.

GLOBAL TISSUE GROUP, INC.

Applicant.

Opposition No.: 91184529

Serial No.: 77/364,616

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date, December 15, 2009, a copy of this paper has been served upon Applicant, by email and by U.S. mail, to Applicant's current identified counsel, as set forth below:

Charles R. Hoffmann
R. Glenn Schroeder
Hoffmann & Baron, LLP
6900 Jericho Turnpike
Syosset, New York 11791

/s/ Charlene R. Marino

Charlene R. Marino

Attorney for Opposer Georgia-Pacific
Consumer Products LP

EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

GEORGIA-PACIFIC CONSUMER
PRODUCTS LP,

Opposer,

v.

GLOBAL TISSUE GROUP, INC.

Applicant.

Opposition No.: 91184529

Serial No.: 77/364,616

DECLARATION OF CHARLENE R. MARINO

I, Charlene R. Marino, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. My name is Charlene R. Marino. I am an attorney at Kilpatrick Stockton, counsel for Opposer Georgia-Pacific Consumer Products, LP (“Georgia-Pacific”) in the above-styled Opposition proceeding. I have personal knowledge of the facts stated in this declaration, which are true and correct to the best of my knowledge.

2. In October 2008, Applicant Global Tissue Group served on prior counsel for Georgia-Pacific written Interrogatories and Requests for Production of Documents. In November 2008, Georgia-Pacific served responses to this written discovery.

3. In its interrogatory responses, Georgia-Pacific disclosed the witnesses who may have knowledge relevant to the case, including Andrew Towle, David Sayyed, Patrick Davis, Thomas Best, and Emily Boss. In its Initial Disclosures served in September 2008, Georgia-Pacific had previously disclosed Mr. Towle and Mr. Sayyed as witnesses with knowledge.

4. On December 12, 2008, Georgia-Pacific substituted Kilpatrick Stockton as its counsel. As soon as the notice of substitution of counsel was filed, Georgia-Pacific worked

diligently to complete discovery within the originally set discovery period. Georgia-Pacific produced all non-confidential documents in its possession in January and served notices for the depositions of Global Tissues witnesses in January 2008, within the original discovery period.

5. Upon receipt of Georgia-Pacific's deposition notices, Global Tissue advised that its witnesses were not available to be deposed until after the close of discovery. Because of this, and because Global Tissue refused to produce any documents until the Board resolved a dispute between the parties over Georgia-Pacific's proposed Protective Order, Georgia-Pacific to file a motion with the Board for an extension of discovery on January 21, 2009. Global Tissue's counsel declined to consent to this motion.

6. On May 4, 2009, the Board granted Georgia-Pacific's motion for Protective Order, extended discovery to July 10, and ordered the parties to complete the exchange of all documents.

7. In June 2009, Georgia-Pacific produced its remaining responsive documents and conducted discovery depositions of Global Tissues' witnesses.

8. However, in their depositions, Global Tissue's witnesses refused to answer certain questions, requiring Georgia-Pacific to move to compel responses with the Board shortly before the close of discovery in early July 2009.

9. On September 9, 2009, the Board granted Georgia-Pacific's Motion to Compel, ordered Global Tissue to offer a 30(b)(6) representative for a follow-up deposition, and reset the close of discovery to December 2, 2009. Georgia-Pacific worked cooperatively with Global Tissue to find a convenient date for the Board-ordered follow-up deposition of Global Tissue's 30(b)(6) representative, and completed this deposition on October 23, 2009.

10. On several occasions during discovery, including at the deposition on October 23, I asked Global Tissue's former counsel, Andrew Katz, whether his client intended to depose anyone from Georgia-Pacific, so that I could look into available dates for those witnesses. On all of these occasions, he replied that Global Tissue did not intend to take any discovery depositions.

11. Other than its first set of interrogatories and document requests served in October 2008, until November 2009, Global Tissue took no depositions, served no additional interrogatories, requested no additional documents, and never advised counsel Georgia-Pacific that there were any deficiencies in Georgia-Pacific's discovery responses.

12. On November 2, 2009, I was contacted by Glen Schroeder via telephone, who advised that his law firm had recently been retained as new counsel for Global Tissue and indicated that he would be sending out notices for the deposition of Georgia-Pacific witnesses.

13. On November 4, 2009, I received from Mr. Schroeder's office six (6) deposition notices, including notices for a 30(b)(6) representative and five individual witnesses, which were unilaterally scheduled by Global Tissue for November 18-19, 2009. In response to the receipt of these notices, I advised Mr. Schroeder that I would check on the availability of the witnesses and respond to him with their availability as soon as possible.

14. Most of the witnesses noticed by Global Tissue are senior executives of Georgia-Pacific (other than Mr. Sayyed, who is a former employee over whom Georgia-Pacific has no control) and, due to their schedules and the Thanksgiving holiday, were unavailable to clear their schedules in order to be deposed prior to the close of discovery on December 2, 2009. However, Georgia-Pacific offered to make available two witnesses (a 30(b)(6) representative

and a witness of Global Tissue's choosing) on December 3. Global Tissue rejected this compromise offer.

15. On November 17, 2009, I received a letter from Mr. Schroeder on behalf of Global Tissue requesting (1) a two-month extension of the discovery period; (2) available dates for the six noticed witness depositions; and (3) that Georgia-Pacific produce a number of documents, including a privilege log, trademark search reports, and documents pertaining to separate litigation between Georgia-Pacific and Kimberly-Clark. A true and correct copy of this letter is attached as Exhibit A.

16. Georgia-Pacific responded in writing to this request the next day (November 18, 2009) by producing its privilege log and explaining that it had no responsive search reports other than a 2002 search report for the mark IT'S ALL IN THE QUILTING, which Georgia-Pacific listed on its privilege log. A true and correct copy of this response letter is attached as Exhibit B.

17. In this letter, Georgia-Pacific also responded to Global Tissue's request for documents pertaining to the litigation between Georgia-Pacific and Kimberly-Clark, explaining that (1) the litigation is irrelevant to this proceeding because it involved an objection to Kimberly-Clarks use of a diamond-shaped emboss pattern imprinted on bath tissue, not use of a word mark confusingly similar to Georgia-Pacific's QUILTED marks; (2) the pleadings in that matter were publicly available; (3) Georgia-Pacific had already produced all of the same documents in this proceeding that Georgia-Pacific produced to Kimberly-Clark in that proceeding; (4) all of the documents produced by Kimberly-Clark were marked "confidential" or "attorneys-eyes-only" pursuant to a Protective Order, and thus could not be disclosed by Georgia-Pacific; and (5) the only documents pertaining to that

litigation were emails between outside litigation counsel for Georgia-Pacific and outside litigation counsel for Kimberly-Clark relating to procedural issues such as extensions of time, deposition scheduling, briefing page limits, and the like. (*See* Ex. B.)

18. In the same letter of November 17, 2009, Mr. Schroeder asked if Georgia-Pacific would consent to a motion by Global Tissue to amend its Answer to assert counterclaims. (*See* Ex. A.)

19. In Georgia-Pacific's responsive letter of November 18, 2009, I asked Mr. Schroeder to identify the nature of the counterclaims so Georgia-Pacific could determine whether they were based upon any newly-acquired information. (*See* Ex. B.)

20. Mr. Schroeder responded in a telephone conversation that Global Tissue intended to move to amend its Answer to add counterclaims to cancel a number of Georgia-Pacific registrations, similar to the Cancellation proceeding filed against Georgia-Pacific by Kimberly-Clark in September, 2009. However, he did not identify any newly-acquired facts or evidence giving rise to these new counterclaims.

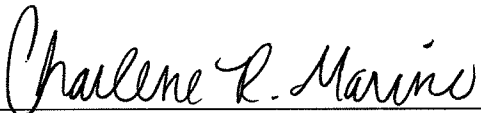
21. For the following registrations, Georgia-Pacific claimed under Section 2(f) that "QUILTED" in the mark has become distinctive of the goods sold under the marks:

- (a) Reg. No. 2,957,128 for QUILTED;
- (b) Reg. No. 3,170,713 for ACOLCHINADO;
- (c) Reg. No. 2,933,048 for QUILTED & Design;
- (d) Reg. No. 2,968,615 for QUILTED NORTHERN;
- (e) Reg. No. 3,018,501 for QUILTED NORTHERN PS;
- (f) Reg. No. 3,293,547 for QUILTED NORTHERN PS;
- (g) Reg. No. 3,463,900 for Q ULTRA QUILTED NORTHERN & Design;
- (h) Reg. No. 3,463,899 for Q QUILTED NORTHERN & Design;
- (i) Reg. No. 3,463,460 for Q QUILTED NORTHERN & Design;
- (j) Reg. No. 2,980,757 for THE ULTIMATE QUILTED CLEAN;
- (k) Reg. No. 3,642,378 for QUILTED NORTHERN SOFT & STRONG;
- (l) Reg. No. 3,517,622 for QUILTED NORTHERN ULTRA PLUSH;

- (m) Reg. No. 3,642,213 for Q QUILTED NORTHERN SOFT & STRONG & Design;
and
- (n) Reg. No. 3,532,136 for Q ULTRA QUILTED NORTHERN OUR SOFTEST EVER
& Design.

These claims of distinctiveness under Section 2(f) were all accepted by the PTO for each registration. Attached as Exhibit C are true and correct copies of the registration certificates for these marks.

This 15th day of December, 2009.



Charlene R. Marino

EXHIBIT A

HOFFMANN & BARON, LLP

ATTORNEYS AT LAW

6900 JERICHO TURNPIKE
SYOSSET, NEW YORK 11791-4407

(516) 822-3550

FACSIMILE (516) 822-3582

www.hoffmannbaron.com

CHARLES R. HOFFMANN
RONALD J. BARON
DANIEL A. SCOLA, JR.*
SALVATORE J. ABBRUZZESE*
IRVING N. FEIT

R. GLENN SCHROEDER
GLENN T. HENNEBERGER
ANTHONY E. BENNETT
LUDOMIR A. BUDZYN

STEVEN T. ZUSCHLAG†
JOHN S. SOPKO†*

RODERICK S.W. TURNER†
JAMES F. HARRINGTON†

SUSAN A. SIPOS
KEVIN E. MCDERMOTT
ANNA-LISA L. GALLO
ANDREA M. WILKOVICH*
TONY A. GAYOSO
NICHOLE E. MARTIAK
LAUREN T. EMR
LINDA D. CHIN

JON A. CHIODO
ANNA C. CHAU
ANGELA M. COXE*
SEAN R. MACDAVITT
IRENE A. LIPPA
JULIE TABAROVSKY
ALEXANDER G. VODOVOZOV
SANDY ZARADIC

NEW JERSEY OFFICE
6 CAMPUS DRIVE
PARSIPPANY, N.J. 07054-4406
(973) 331-1700
FAX (973) 331-1717

SENIOR COUNSEL
ROBERT NEUNER

SCIENTIFIC ADVISOR
DANIEL A. SCOLA, SR., Ph.D.

* NOT ADMITTED IN NY
† SENIOR ATTORNEY

November 17, 2009

VIA FACSIMILE & E-MAIL

Charlene R. Marino, Esq.
Kilpatrick Stockton, LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309

Re: Georgia-Pacific Consumer Products, LP v. Global Tissue Group, Inc.
Opposition No. 91184529

Dear Charlene:

This letter is to confirm our conversation of November 16, 2009 and to set forth in writing several outstanding issues relating to the ongoing discovery in the above-referenced opposition proceeding. We have also asked for your consent to a sixty (60) day extension of the discovery period.

I. Substitution of Counsel and Noticed Depositions

As we advised you by telephone on November 2, 2009, and in our subsequent email that same day, Hoffmann & Baron was retained by Global Tissue Group (GTG) at the beginning of this month to represent them in this opposition as it proceeds forward. At that time, I indicated that we would be filing a Notice of Appearance and noticing several depositions. The Notice of Appearance was subsequently filed on November 3, 2009, and six Notices of Deposition were served on you on November 4, 2009.

You advised us by telephone on November 5, 2009 that none of the named individuals were available during the month of November, but that you would be willing to produce Andrew Towle as your 30(b)(6) witness on December 3, 2009, as well as one additional witness – also to be produced outside the discovery cut-off date. We indicated at that time that we could not agree to such a proposal, and that we would insist upon scheduling depositions for all of the named individuals. We asked you to confirm with your client whether or not they would be willing to produce all of the named individuals. We also asked for proposed dates for these individuals. No response was received from

you subsequent to that telephone conversation, nor did you return our phone call of November 12, 2009. When we spoke yesterday, you still did not have a definitive answer as to whether your client would produce all of the named witnesses, nor did you have any proposed dates available.

As we explained to you during our conversation of November 5, 2009, the individuals identified in the Notices of Deposition are the very same persons which you identified to us as relevant individuals in both your initial disclosures and interrogatory responses. For you to now suggest that we should not be allowed the opportunity to depose these individuals, particularly in view of the 32,000 plus page documents which you have produced to us, is clearly unreasonable and contrary to the TTAB rules. Accordingly, please provide us with dates for all the Noticed individuals, or confirm for us that your client is unwilling to produce such individuals.

II. GP Document Production

We have now had the opportunity to initially review the 32,000+ documents which were produced by GP. As we discussed with you yesterday, there are several significant deficiencies with your production.

1. The Lack of the Privilege Log

We have been unable to identify a privilege log in the documents produced to us. When we asked you yesterday whether a privilege log had been produced, you were unable to tell us whether such a log had been produced, and if not, why not. Is it GP's position in this proceeding that not one single privilege document exists within the files of GP? If that is in fact your position, please confirm that fact for us in writing. If not, we expect to promptly receive the necessary privilege log required by Rule 26.

2. The Failure to Produce Documents as they are Kept in the Usual Course of Business

As you know, GP produced the bulk of its documents in electronic format. It appears, however, that many of the multi-page documents were scanned as individual pages – which makes it difficult/impossible to determine how these documents were actually kept in the usual course of business. The electronic index you provided to us does not help in this regard since it merely provides large groupings of documents with general titles, or no titles at all.

We have also reviewed the chart which you prepared for Mr. Katz in response to his earlier objection. Although this chart makes an attempt to identify which documents

are responsive to which requests, we must also object to the general nature of this document in that it simply identifies thousands of documents (by Bates Numbers only) as responsive to many of the requests. In addition, your response to GTG Document Request No. 1 is not understood since it does not identify any documents, while your response to GTG Document Request No. 19 and 20 suggests that you in fact do have privileged documents which you have not produced or identified on a privilege log.

3. Missing Documents

Our initial review has revealed that the GP document production is clearly deficient.

First, no search reports directed to the marks identified in the Notice of Opposition have been produced. As you know, such search reports are not considered to be privileged by the TTAB. Although you stated yesterday that you do not believe that such search reports exist, we find it difficult to believe that GP has never conducted a search with respect to any of the twelve marks identified in the Notice of Opposition. If this in fact the case, please confirm that fact for us in writing.

Second, the produced documents do not appear to include any documents relating to the current Kimberly-Clark litigation/cancellation proceedings. When I asked you about this yesterday, you indicated that such documents were probably not produced because the cancellation was only recently filed, when in fact it was filed over two months ago. It was actually filed the day after you received the most recent decision from the TTAB regarding this opposition proceeding. Under the Federal Rules, GP has a continuing duty to update its prior discovery responses. It is unclear to us why you have not produced such documents.

You also indicated during our telephone conversation yesterday that you may not have produced these documents because the original litigation matter was not responsive to our discovery requests. Again, this explanation is clearly inadequate in that several of GTG's requests (e.g., Request No. 16) specifically refer to the production of such documents. In fact, we note that the Complaint filed in the Kimberly-Clark litigation was not only prepared by your firm, but actually signed by your colleague Charles Henn, who is also appearing in this proceeding. Your response to me yesterday that this prior proceeding did not involve the marks in question would not appear to be accurate in view of the contents of this Complaint, which, for example, list GP's Northern Quilted marks on pages 15-16 of such document.

4. Competitive Marks

We have been unable to locate even a single document among the 32,000+ pages which contains any reference to a competitive use of the term “quilt”, “quilted”, or a variation thereof (other than the litigation/adversarial documents provided to us.) We find it difficult to believe that GP is not in possession of a single document showing any of its competitors using one of these terms. For example, Bounty has been using the mark “Bounty Double Quilted” since at least as early as September 2001. Is it GP’s position that not one document exists within the confines of GP that reference this mark, or other such uses of these terms by your competitors?

III. Request to Extend Discovery

In view of the points discussed hereinabove, we have asked you to consent to a sixty (60) day extension of the discovery period. In this regard, we remind you that when Kilpatrick took over representation of this matter for GP, you made a similar request to extend the discovery period. It would be quite unreasonable for GP to now oppose GTG’s request for the same relief that GP sought at the time Kilpatrick entered this proceeding.

IV. Settlement Discussions

With respect to the issue of settlement, you asked during our conversation of November 5, 2009 whether we had had any settlement discussions with our client. At that time, I advised you that we had not, but that I would discuss this matter with my client. Accordingly, I spoke with my client regarding settlement, and advised you of their offer during our discussion yesterday. Your suggestion on the telephone that our proposal was not even worth passing along to your client was both improper and not understood. You asked us to provide you with a settlement proposal, which we did. Your client is free to accept it or reject it, but the offer was made in good faith pursuant to your suggestion. For you to suggest otherwise does not advance the nature of such discussions.

V. Amended Answer

Although not discussed yesterday, and upon further review of this case, we intend to file a Motion for Leave to File an Amended Answer. Our Amended Answer will include counterclaims for cancellation of many of the marks identified in your Notice of Opposition. You will recall that your firm recently requested permission to file an amended Notice of Opposition in which you added additional grounds for opposing our

application. We did not oppose such motion. Likewise, we would expect your firm to allow us the courtesy to file an Amended Answer without opposition.

VI. Requested Action

1. Please advise us by 5:00 p.m. EST tomorrow whether your client will agree to the requested sixty (60) day extension of the discovery period. If we do not receive a response by that time, we will proceed with the understanding that your client is not willing to consent to this extension request.

2. Please advise us by 5:00 p.m. EST tomorrow whether your client will agree to produce all of the noticed individuals for depositions. If we do not receive a response by that time, we will proceed with the understanding that your client is refusing to produce all of these named individuals.

3. Please advise us by 5:00 p.m. EST tomorrow whether your client will oppose the filing of an Amended Answer.

4. Please provide us with the necessary privilege log, or confirm that no such privilege documents exists.

5. Please provide us with updated electronic copies of the GP documents indexed in a manner which corresponds to the way such documents were kept in the usual course of business, or an updated index which clearly identifies the documents contained on the disks produced in response to GTG's document requests.

6. Please provide us with copies of any search reports directed to the marks identified in the Notice of Opposition, or confirm for us that no such search reports exist.

7. Please provide us with copies of all responsive documents relating to the Kimberly-Clark litigation/cancellation proceedings, including all correspondence between the parties.

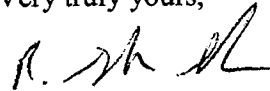
8. Please confer with your client and determine whether they are in possession of any documents showing use of the terms "quilt", "quilted" or variations thereof by their competitors, other than the litigation/adversarial documents provided to us. If no such documents exist, please confirm that for us in writing.

Charlene R. Marino, Esq.
November 17, 2009
Page 6

9. Please identify the person who signed the interrogatory verification. The signature is not legible, and you neglected to type the name of the signatory.

We look forward to your response.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Glenn Schroeder", written in a cursive style.

R. Glenn Schroeder

RGS:mak

325059_1.DOC

EXHIBIT B



KILPATRICK
STOCKTON LLP

Attorneys at Law

Suite 2800 1100 Peachtree St.
Atlanta GA 30309-4528
t 404 815 6500 f 404 815 6555
www.KilpatrickStockton.com

November 18, 2009

direct dial 404 815 6386
direct fax 404 541 4736
cmarino@kilpatrickstockton.com

Via Email & U.S. Mail

R. Glenn Schroeder
Hoffmann & Baron, LLP
6900 Jericho Turnpike
Syosset, New York 11791-4407

Re: *Georgia-Pacific Consumer Products, LP v. Global Tissue Group, Inc.*
Opposition No. 91184529

Dear Glenn:

This is in response to your November 17 letter.

I. Global Tissue's Untimely Noticed Depositions and Request for Discovery Extension

Georgia-Pacific does not consent to a 60-day extension of the discovery period.

Without any notice, on November 4 your client sent six (6) deposition notices, unilaterally setting the depositions for November 18 and 19. As you know, deposing party must give "reasonable notice" in writing to the other party of a discovery deposition. *See* FED. R. CIV. P. 30(b)(1). Particularly with the upcoming Thanksgiving holiday, Global Tissue's notices were not reasonable advance notice.

While we believe that Global Tissue failed to notice depositions in a timely fashion, despite over sixteen (16) months during the discovery period in which such depositions could have been scheduled, we offered to make available two witnesses—a 30(b)(6) representative and a witness of Global Tissue's choosing—even though they would not be available until *after* the close of discovery. Your client decided not to accept this compromise offer.

This matter has been ongoing since June 2008, and discovery has been reset twice--on May 4, 2009, and on September 9, 2009--both delays due to obstreperousness on the part of Global Tissue. Indeed, the reason Georgia-Pacific previously requested a 60-day

US2008 986609.1

ATLANTA AUGUSTA CHARLOTTE DUBAI NEW YORK RALEIGH STOCKHOLM WASHINGTON WINSTON-SALEM

extension of the discovery period early in this matter (which was *opposed* by Global Tissue) was in part due to the change of counsel, but primarily because Global Tissue (1) refused to consent to Georgia-Pacific's proposed Protective Order eventually approved by the Board; (2) refused to produce documents prior to the Board's resolution of Georgia-Pacific's Motion for Protective Order; and (3) would not make its witnesses available for deposition during the original discovery period. The second reset of the discovery period was necessitated by the refusal of Global Tissue's witnesses to answer relevant questions during their depositions, requiring Georgia-Pacific to move to compel responses with the Board.

We previously asked Global Tissue's counsel on several occasions whether it intended to depose anyone from Georgia-Pacific, and on every occasion, we were informed that Global Tissue did not intend to take any depositions. Global Tissue has had ample time to complete discovery in this matter, notwithstanding the change in counsel. It willingly chose to sleep on its rights, and cannot reasonably seek to extend discovery at the eleventh hour. *See Springs Window Fashions, LP v. Novo Industries, LP*, 323 F.3d 989 (Fed. Cir. 2003) ("When a party fails to secure discoverable evidence due to his own lack of diligence, it is not an abuse of discretion for the trial court to refuse to grant a continuance.")

Georgia-Pacific maintains its offer: Global Tissue may depose Andrew Towle individually and as a 30(b)(6) representative of the company on December 3 in Atlanta. Georgia-Pacific objects to the other untimely noticed depositions.

II. Georgia-Pacific's Document Production

1. Privilege Log

We have not yet received a privilege log from Global Tissue; please produce one immediately. Per your request, enclosed is a copy of Georgia-Pacific's privilege log.

2. Production of Documents as Kept in the Normal Course of Business

We disagree with your claim that Georgia-Pacific failed to produce documents as they are kept in the normal course of business. On the contrary, we produced both hard-copy documents and imaged electronic files as they were originally kept by various Georgia-Pacific employees. Both the electronic index and hard-copy index that we provided to Global Tissue's counsel months ago is more than sufficient to meet Georgia-Pacific's discovery obligations. Please inform us of any legal authority standing for the proposition that Georgia-Pacific's production has been improper.

As an additional accommodation, we are willing to provide load files for the electronically-stored information that identifies the Bates number ranges for each document, if you believe that this information would assist you in your review.

3. Other Requested Documents

a. Search Reports

Georgia-Pacific has conducted a diligent search and is not in possession, custody, or control of any trademark search reports concerning the marks at issue in this matter. The only exception is a 2002 search obtained in connection with the mark IT'S ALL IN THE QUILTING. This search report, however is not discoverable. Not only is the in-house legal department's clearance search privileged, but it is not relevant, as it was conducted seven years ago and any marks cited in the report would have no bearing on the current market perception of the QUILTED® marks at issue.

b. Documents Pertaining to Kimberly-Clark Litigation

Documents pertaining to the litigation between Georgia-Pacific and Kimberly-Clark ("KC"), are not responsive to Request No. 16, which seeks: "All documents and things referring or relating to, or showing or documenting, objections Opposer has made to or relating to any third party's use and/or registration of any name, Mark, or designations, based on the use of the term 'QUILT' or a variation of that term." The litigation between Georgia-Pacific and KC does involve an objection to KC's use of the term "QUILT." Rather, it relates to KC's diamond-shaped *emboss pattern* imprinted on sheets of bath tissue.

To the extent your client would like to review documents from that proceeding, the pleadings are publicly available on the Internet through the PACER and TTABVUE systems. The documents produced to KC by Georgia-Pacific in that litigation are among the materials produced to Global Tissue in this matter, so you already have those. To the extent you would be seeking documents produced by KC, Georgia-Pacific cannot produce them in this action because KC produced them on a "confidential" basis pursuant to a Protective Order. Correspondence between litigation counsel for Georgia-Pacific and KC relating to things such as extensions, scheduling, page limits, and the like have absolutely no relevance to the present action.

c. Documents Regarding Third Party Use of "Quilt"

Georgia-Pacific has produced the responsive documents in its possession pertaining to third party use of "Quilt," including all documents pertaining to its enforcement actions. To

the extent Global Tissue desires documents from third parties, it should have subpoenaed them during the discovery period.

III. Amended Answer

You ask Georgia-Pacific to consent to a motion to amend Global Tissue's Answer to assert counterclaims to cancel certain of Georgia-Pacific's registrations. Please provide the basis for these counterclaims, so we can consider whether an amendment at this late stage is appropriate.

Georgia-Pacific's Motion to Amend its Notice of Opposition was based upon *newly discovered information* in Global Tissue's discovery responses and deposition testimony; namely, that Global Tissue did not have any documents or other information sufficient to show that it had a bona fide intent to use the QUILTY mark at the time the application was filed. If the counterclaims Global Tissue seeks leave to add are based upon information that is not newly uncovered, Georgia-Pacific is not inclined to consent to such a motion.

IV. Settlement

Global Tissue demanded that Georgia-Pacific pay it \$500,000.00 to withdraw the QUILTY application. Your demand is absurd and amounts to nothing more than extortion. We welcome a reasonable explanation as to why Georgia-Pacific should pay half a million dollars to prevent Global Tissue from registering a mark that (a) clearly infringes Georgia-Pacific's rights; and (b) has never been used by Global Tissue.

Rest assured, we passed your "offer" along to Georgia-Pacific within minutes after our phone call yesterday, and it is hereby rejected. Georgia-Pacific does not pay infringers to stop infringing.

V. Interrogatories

The individual who signed the interrogatory verification is Andrew Towle.

Sincerely,

A handwritten signature in cursive script that reads "Charlene R. Marino".

Charlene R. Marino

R. Glenn Schroeder
November 18, 2009
Page 5

CRM/
Enclosures

cc: Christine M. Cason
R. Charles Henn Jr.

EXHIBIT C

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,957,128

Registered May 31, 2005

**TRADEMARK
PRINCIPAL REGISTER**

QUILTED

FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.

ATLANTA, GA 30303

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-7-1993; IN COMMERCE 1-7-1993.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,877,561, 2,663,438 AND OTHERS.

SEC. 2(F).

SER. NO. 78-358,508, FILED 1-28-2004.

ALICE BENMAMAN, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 3,170,713

Registered Nov. 14, 2006

**TRADEMARK
PRINCIPAL REGISTER**

ACOLCHINADO

FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)
133 PEACHTREE ST., N.E.
ATLANTA, GA 30303

THE FOREIGN WORDING IN THE MARK
TRANSLATES INTO ENGLISH AS QUILTED.

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,
22, 23, 29, 37, 38 AND 50).

SEC. 2(F).

FIRST USE 3-1-2005; IN COMMERCE 3-1-2005.

SER. NO. 78-603,832, FILED 4-7-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

CAROLINE WEIMER, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,933,048

Registered Mar. 15, 2005

**TRADEMARK
PRINCIPAL REGISTER**



FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.

ATLANTA, GA 30303

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-7-1993; IN COMMERCE 1-7-1993.

OWNER OF U.S. REG. NOS. 2,209,027, 2,663,438 AND OTHERS.

THE MARK CONSISTS OF THE WORD QUILTED IN PUFFY LETTERING.

SEC. 2(F).

SER. NO. 78-362,424, FILED 2-4-2004.

INGRID C. EULIN, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 2,968,615

Registered July 12, 2005

**TRADEMARK
PRINCIPAL REGISTER**

QUILTED NORTHERN

FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)
GA030-41N
133 PEACHTREE STREET, N.E.
ATLANTA, GA 30303

OWNER OF U.S. REG. NOS. 1,877,561, 2,663,438,
AND OTHERS.

SEC. 2(F) AS TO "QUILTED".

FOR: FACIAL TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,
22, 23, 29, 37, 38 AND 50).

SN 78-312,846, FILED 10-13-2003.

FIRST USE 8-1-2004; IN COMMERCE 8-1-2004.

BRIAN PINO, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,018,501

Registered Nov. 22, 2005

**TRADEMARK
PRINCIPAL REGISTER**

QUILTED NORTHERN PS

FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)
GA030-41N
133 PEACHTREE STREET, NE
ATLANTA, GA 30303

OWNER OF U.S. REG. NOS. 1,877,561, 2,663,438,
AND OTHERS.

SEC. 2(F).

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,
22, 23, 29, 37, 38 AND 50).

SN 78-289,007, FILED 8-19-2003.

FIRST USE 8-1-2004; IN COMMERCE 8-1-2004.

BRIAN NEVILLE, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 3,293,547

Registered Sep. 18, 2007

**TRADEMARK
PRINCIPAL REGISTER**

**QUILTED NORTHERN
PS**

FORT JAMES OPERATING COMPANY (GEORGIA CORPORATION)
133 PEACHTREE STREET, NE
ATLANTA, GA 30303

OWNER OF U.S. REG. NOS. 1,877,561, 2,957,128
AND OTHERS.

FOR: FACIAL TISSUES, IN CLASS 16 (U.S. CLS. 2,
5, 22, 23, 29, 37, 38 AND 50).

SEC. 2(F) AS TO QUILTED.

FIRST USE 8-1-2004; IN COMMERCE 8-1-2004.

SER. NO. 78-545,342, FILED 1-11-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

JOHN GARTNER, EXAMINING ATTORNEY

Int. Cl.: 16

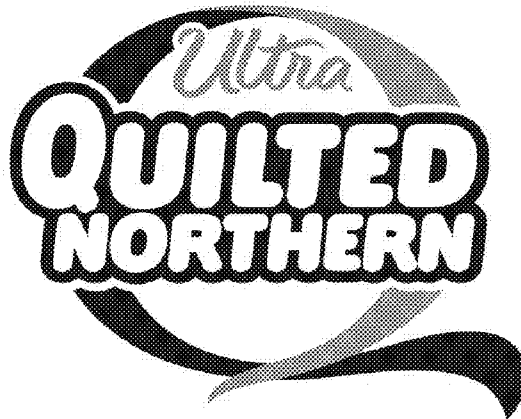
Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,463,900

Registered July 8, 2008

TRADEMARK
PRINCIPAL REGISTER



GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)
133 PEACHTREE ST., NE
ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-0-2008; IN COMMERCE 2-0-2008.

OWNER OF U.S. REG. NOS. 2,059,102, 2,968,615,
AND OTHERS.

THE MARK CONSISTS OF A LARGE "Q" WITH
THE WORDS "ULTRA QUILTED NORTHERN".

SEC. 2(F) AS TO "QUILTED".

SN 77-308,348, FILED 10-19-2007.

JUDITH HELFMAN, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,463,899

Registered July 8, 2008

**TRADEMARK
PRINCIPAL REGISTER**



GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)
133 PEACHTREE ST., N.E.
ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-0-2008; IN COMMERCE 2-0-2008.

OWNER OF U.S. REG. NOS. 2,663,438, 3,018,501,
AND OTHERS.

THE MARK CONSISTS OF A LARGE "Q" WITH
THE WORDS "QUILTED NORTHERN".

SEC. 2(F) AS TO "QUILTED".

SN 77-308,338, FILED 10-19-2007.

JUDITH HELFMAN, EXAMINING ATTORNEY

Int. Cl.: 16

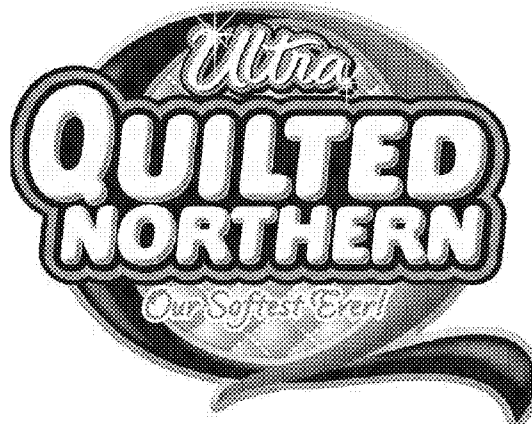
Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,463,460

Registered July 8, 2008

TRADEMARK
PRINCIPAL REGISTER



GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)
133 PEACHTREE STREET NE
ATLANTA, GA 30303

THE MARK CONSISTS OF A STYLIZED "Q"
WITH THE WORDS "QUILTED NORTHERN" AND
A QUILTED PATTERN IN THE BACKGROUND.

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SEC. 2(F) AS TO "QUILTED".

FIRST USE 2-0-2008; IN COMMERCE 2-0-2008.

SN 77-137,326, FILED 3-22-2007.

OWNER OF U.S. REG. NOS. 2,663,438, 3,018,501,
AND OTHERS.

DANNEAN HETZEL, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,980,757

Registered Aug. 2, 2005

**TRADEMARK
PRINCIPAL REGISTER**

THE ULTIMATE QUILTED CLEAN

FORT JAMES OPERATING COMPANY (VIRGINIA CORPORATION)
GA030-41N
133 PEACHTREE STREET, NE
ATLANTA, GA 30303

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 3-31-2002; IN COMMERCE 3-31-2002.

OWNER OF U.S. REG. NOS. 1,877,561, 2,657,013 AND OTHERS.

SEC. 2(F) AS TO "ULTIMATE QUILTED".

SER. NO. 78-256,090, FILED 5-30-2003.

WILLIAM VERHOSEK, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 3,642,378

Registered June 23, 2009

**TRADEMARK
PRINCIPAL REGISTER**

**QUILTED NORTHERN SOFT &
STRONG**

GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)
133 PEACHTREE ST, NE
ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-0-2008; IN COMMERCE 2-0-2008.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,663,438, 3,018,501
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SOFT AND STRONG", APART
FROM THE MARK AS SHOWN.

SEC. 2(F) AS TO "QUILTED".

SER. NO. 77-533,243, FILED 7-29-2008.

PRISCILLA MILTON, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,517,622

Registered Oct. 14, 2008

**TRADEMARK
PRINCIPAL REGISTER**

**QUILTED NORTHERN ULTRA
PLUSH**

GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)

133 PEACHTREE STREET NE

ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 8-3-2008; IN COMMERCE 8-3-2008.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,059,102, 2,968,615,
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "ULTRA PLUSH", APART FROM
THE MARK AS SHOWN.

SEC. 2(F) "QUILTED".

SN 77-237,894, FILED 7-25-2007.

JUDITH HELFMAN, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

United States Patent and Trademark Office

Reg. No. 3,642,213

Registered June 23, 2009

**TRADEMARK
PRINCIPAL REGISTER**



GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)

133 PEACHTREE ST, NE

ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-0-2008; IN COMMERCE 2-0-2008.

OWNER OF U.S. REG. NOS. 2,663,438, 3,018,501
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SOFT & STRONG", APART FROM
THE MARK AS SHOWN.

THE MARK CONSISTS OF A STYLIZED "Q"
WITH THE WORDS "QUILTED NORTHERN SOFT
& STRONG" THROUGH THE MIDDLE AND A
QUILTING PATTERN IN THE BACKGROUND.

SEC. 2(F) AS TO "QUILTED".

SER. NO. 77-485,746, FILED 5-29-2008.

PRISCILLA MILTON, EXAMINING ATTORNEY

Int. Cl.: 16

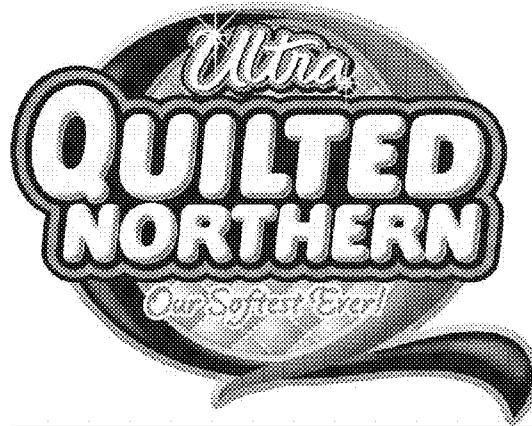
Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office

Reg. No. 3,532,136

Registered Nov. 11, 2008

TRADEMARK
PRINCIPAL REGISTER



GEORGIA-PACIFIC CONSUMER PRODUCTS LP
(DELAWARE LIMITED PARTNERSHIP)
133 PEACHTREE ST., NE
ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 2-4-2008; IN COMMERCE 2-4-2008.

OWNER OF U.S. REG. NOS. 2,059,102, 2,968,615,
AND OTHERS.

THE MARK CONSISTS OF A LARGE "Q" WITH
THE WORDS "ULTRA QUILTED NORTHERN OUR
SOFTEST EVER!", STARS ON THE WORD "ULTRA",
AND THE QUILTED PATTERN INSIDE THE "Q".

SEC. 2(F) "QUILTED".

SN 77-308,343, FILED 10-19-2007.

JUDITH HELFMAN, EXAMINING ATTORNEY

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

GEORGIA-PACIFIC CONSUMER
PRODUCTS LP,

Opposer,

v.

GLOBAL TISSUE GROUP, INC.

Applicant.

Opposition No.: 91184529

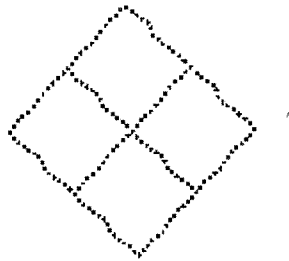
Serial No.: 77/364,616

DECLARATION OF ANDREW TOWLE

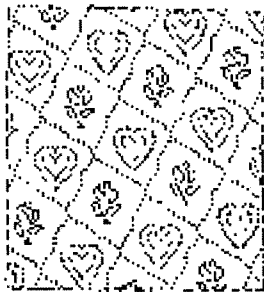
I, Andrew Towle, make the following declaration:

1. My name is Andrew Towle. I am the Vice President/General Manager of the Tissue Category of Georgia-Pacific Consumer Products LP (“Georgia-Pacific”). I am over the age of twenty-one, I am competent to make this Declaration, and the facts set forth in this declaration are based on my personal knowledge and on documents maintained in the ordinary course of business by employees of Georgia-Pacific.
2. Georgia-Pacific is an industry leader that manufactures, markets and sells bathroom tissue, facial tissue, napkins and related consumer products to the retail and away from home channels throughout the United States and the world.
3. One of the most well-known and successful consumer products manufactured and sold by Georgia-Pacific is Quilted Northern® bathroom tissue.
4. In 1901, Northern Paper Mills produced its first bathroom tissue, and in the following year it became known as “Northern Tissue.” By the 1920s, Northern Paper Mills emerged as the largest producer of bathroom tissue in the world. Production continued throughout the 1900s, and, by 1975, “Northern Tissue” was sold as two-ply tissue.

5. In 1993, “Northern Tissue” was re-named “Quilted Northern” to emphasize the unique and distinctive quilt-like diamond pattern embossed on every sheet of the tissue, as depicted below (the “Quilted Diamond Design”):



6. The Quilted Diamond Design also often is used in combination with a flower-and-heart motif, as depicted below:



7. Georgia-Pacific purchased the successor-in-interest to Northern Paper Mills in 2000.

8. Georgia-Pacific is the owner of the following registered trademarks comprised of or incorporating the QUILT formative in connection with bath tissue:

Mark	Registration Number	Goods	Status	First Use Date
ACOLCHINADO (Quilted in Spanish)	3,170,713	Bathroom tissue	Registered on November 14, 2006	At least as early as March 1, 1995
IT'S ALL IN	2,867,895	Bathroom tissue	Registered on July 27,	At least as early as

Mark	Registration Number	Goods	Status	First Use Date
THE QUILTING			2004	December 1, 2003
PLUSH-QUILTS	3,069,376	Bathroom tissue	Registered on March 14, 2006	At least as early as March 2, 2005
QUILTED	2,957,128	Bathroom tissue	Registered on May 31, 2005	At least as early as January 7, 1993
QUILTED & Design	2,933,048	Bathroom tissue	Registered on March 15, 2005	At least as early as January 7, 1993
QUILTED NORTHERN	2,968,615	Facial tissue	Registered on July 12, 2005	At least as early as August 1, 2004
QUILTED NORTHERN	2,209,027	Bathroom tissue	Registered on December 8, 1998	At least as early as June 30, 1998
QUILTED NORTHERN	2,663,438	Bathroom tissue	Registered on December 17, 2002	At least as early as January 7, 1993
QUILTED NORTHERN PS	3,018,501	Bathroom tissue	Registered on November 22, 2005	At least as early as August 1, 2004
QUILTRED NORTHERN PS	3,293,547	Facial tissue	Registered on September 18, 2007	At least as early as August 1, 2004
QUILTED NORTHERN ULTRA	2,059,102	Bathroom tissue	Registered on May 6, 1997	At least as early as July 1995
QUILTING	2,872,813	Bathroom tissue	Registered on August 10, 2004	At least as early as December 1, 2003

9. U.S. Trademark Registration Nos. 2,059,102, 2,209,027, and 2,663,438 are incontestable pursuant to 15 U.S.C. § 1065.

10. Since 1998, Georgia-Pacific invested well in excess of \$200 million in advertising and promoting its Quilted Northern bathroom tissue featuring the Quilted Diamond Design, which includes national television advertising, print advertising, and other promotional activities.

11. In particular, from 1997 through 2007, television advertising for Quilted Northern tissue featured animated “Quilters” who were depicted stitching the Quilted Diamond Design onto the tissue. Georgia-Pacific purchased approximately \$126 million of television advertising featuring the Quilted Northern Quilters.

12. In addition to investing in traditional print and television advertising, since 2004 Georgia-Pacific promoted its Quilted Northern bathroom tissue and the Quilted Diamond Design as a national Sponsor of the Susan G. Komen Race for the Cure Series (“Race for the Cure”). As such, Georgia-Pacific sponsored and participated in a variety of innovative programs and events leading up to, occurring on, or associated with the Race for the Cure. Since 2004, Georgia-Pacific has spent over \$10 million related to the Race for the Cure.

13. For instance, in cities with the largest number of Race for the Cure participants, Georgia-Pacific set up its mobile restrooms at the Race for the Cure. These restrooms offer race participants with an upgraded and more luxurious bathroom experience as compared to the portable restrooms typically available at races by, among other reasons, offering actual toilet stalls and sinks stocked with Quilted Northern bathroom tissue.

14. The Quilted Northern Quilters attended the Race for the Cure events to meet and greet the race participants and pose for pictures. Georgia-Pacific also sponsored games for participants at the Race for the Cure, which included Quilted Northern bathroom tissue giveaways among other prizes.

15. In 2003 and 2004, Georgia-Pacific teamed up with ABC's *The View* television program in sponsoring several events that received national television coverage and significant media attention. In 2003, Georgia-Pacific sponsored "The View From Your Hometown" contest where the winner enjoyed *The View* television program broadcasting live from their hometown and donating money to the local charity of their choice.

16. In 2004, Georgia-Pacific partnered with the *The View* again in sponsoring the "Quilts of Inspiration" in which Georgia-Pacific sponsored a nationwide call for quilt patches promoted online, through Free Standing Inserts and on *The View* television program. Viewers and consumers from all across the U.S. sent in quilt patches with a message to and for those affected by breast cancer to create a unique and impactful Quilted Northern & *The View* Breast Cancer Awareness quilt (the "Quilt"). Several well-known celebrities – such as Courtney Cox and Betsey Johnson – participated in this event by donating quilt patches that they created for the Quilt. Once complete, the Quilt was auctioned off on eBay and all proceeds from the auction were donated to the Susan G. Komen Foundation.

17. In 2007, Georgia-Pacific sponsored in-store promotional events at Kroger grocery stores located in Atlanta, Cincinnati, Columbus, Indianapolis, and Phoenix to drive awareness and participation in the Race for the Cure. Consumers who purchased Quilted Northern bathroom tissue received special Quilted Northern branded prizes given away at the store such as small spa packets and coupons. As part of the promotion, Georgia-Pacific included tables at the front of the store with Quilted Northern branded table skirt, balloons, and signs.

18. Georgia-Pacific also promotes its Quilted Northern bathroom tissue through offering its customer's coupons, Free Standing Inserts, sell sheets and sales materials to customers, and outdoor advertising such as posters promoting Quilted Northern bathroom tissue

on Atlanta's Marta Public Transport Rail System. These activities have been sponsored all across the nation, in such cities as Atlanta and Boston.

19. Quilted Northern bathroom tissue has received significant recognition in the media and press. Articles mentioning the Quilted Northern brand have appeared in newspapers all across the U.S., from the *Chicago Tribune* to the *LA Times*, as well as featured on websites such as Emily Post and Yahoo! News, and has been discussed on well-known and popular television programs ranging from NBC's *Today Show* to *The Tonight Show*.

20. Quilted Northern bathroom tissue has been the subject of numerous press releases in both consumer focused newspapers and magazines as well as in trade periodicals and journals, through Georgia-Pacific's internet sites found at <www.gp.com> and <www.quiltednorthern.com> as well as other consumer websites such as <www.oprah.com>, <www.mommycast.com>, and <www.readersdigest.com>.


21. In addition to Georgia-Pacific's significant investment in advertising its Quilted Northern brand to consumers, Georgia-Pacific also promoted its brand through investing in over \$1.2 billion in promotional trade programs for Georgia-Pacific's retail customers since 2004.

22. Since 1998, Georgia-Pacific's sales of Quilted Northern bathroom tissue have totaled approximately \$7.7 billion.

23. Georgia-Pacific sells Quilted Northern through retailers including major wholesalers, grocery supermarkets, major chain stores, discount stores, and drug stores.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: December 15, 2009.



Andrew Towle